

# PAUL HASTINGS

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September 2, 2025

## VIA ECF

Hon. Vernon S. Broderick  
United States District Court  
Southern District of New York  
Thurgood Marshall United States Courthouse  
40 Foley Square, Courtroom 518  
New York, NY 10007

**Re: *Tantaros v. Fox News Network, LLC, et al.*, No. 1:25-CV-01675(VSB)  
Fox Parties' Request to File Motion to Dismiss in Redacted Form**

Dear Judge Broderick:

Fox News Network, LLC ("Fox News"), Fox Corporation, and Suzanne Scott (collectively, the "Fox Parties") hereby seek leave of Court to file in redacted form filings related to their motion to dismiss Plaintiff's Amended Complaint ("Motion to Dismiss"). In accordance with the Court's Rules & Practices in Civil Cases, Section 5.B, the Fox Parties submit this letter seeking the Court's approval of the Fox Parties' proposed redactions to their Motion to Dismiss filings.

Plaintiff and the Fox Parties are parties to an arbitration pending before the American Arbitration Association. The parties entered into an Employment Agreement which included an Arbitration Clause that provides "arbitration, all filings, evidence and testimony connected with the arbitration, and all relevant allegations and events leading up to the arbitration, shall be held in strict confidence." The Arbitration Clause also provided that while judgment may be entered upon the arbitrators' award in any court having jurisdiction, "all papers filed with the court either in support of or in opposition to the arbitrators' decision shall be filed under seal." Breach of these confidentiality provisions by any party "shall be considered to be a material breach of" the parties' Employment Agreement.

Accordingly, the Fox Parties request the Court's approval to redact portions of their Motion to Dismiss filings that disclose facts about the arbitration required to be held in confidence under the Employment Agreement. The failure of the Fox Parties to make this request may be considered a material breach of that agreement. Plaintiff has in fact accused other parties in related disputes of materially breaching the Employment Agreement by failing to properly file under seal information related to the arbitration. *See Tantaros v. Fox News Network, LLC, et al.*, No. 1:25-cv-00961-VSB (S.D.N.Y. Feb. 3, 2025), ECF No. 1 at 29.

The Fox Parties' proposed redactions are narrowly tailored to serve the purpose of complying with the Fox Parties' obligations under the Employment Agreement, as is required under the law of this Circuit. *See Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119-20 (2d Cir. 2006).

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By proposing redactions rather than seeking to file entire documents under seal, the Fox Parties respectfully seek to balance their contractual obligations with the strong interest in public access to judicial documents.

The Fox Parties met and conferred with Plaintiff regarding this request, and as of this filing Plaintiff has not responded to the Fox Parties. The Fox Parties have filed this letter publicly, along with copies of the Motion to Dismiss filings with their proposed redactions, and have also filed under seal unredacted copies of the filings with the proposed redactions highlighted.

\* \* \*

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Paul C. Evans', with a long, sweeping horizontal stroke extending to the right.

Paul C. Evans  
for PAUL HASTINGS LLP